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COUNCIL LETTER NUMBER 88-001

Agreement Proposed for Ratification  
on January 5, 1988

AGREEMENT

between

East Windsor Township

TOWNSHIP OF EAST WINDSOR,  
COUNTY OF MERCER

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL #191

JANUARY 1, 1987 through DECEMBER 31, 1989

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AGREEMENT

This Agreement, entered into this 12<sup>th</sup> day of January, 1988, by and between the Township of East Windsor, in the County of Mercer, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and the New Jersey State Policemen's Benevolent Association, Local #191, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I  
INTERPRETATION & RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below for the purposes of collective bargaining, and on all terms and conditions of employment and grievances.

B. The bargaining unit, as discussed immediately above, shall consist of all uniformed patrolmen, detectives, and sergeants, now employed or hereafter employed, excluding the Chief of Police, lieutenants, school crossing guards, dispatchers (radio officers), and all civilian members of the Department. Probationary employees shall be included for all benefits other than wages as set forth hereafter in this Agreement.

C. The title "police officer" or "employee" shall be defined to include the plural as well as the singular and males and females, uniformed members and non-uniformed members assigned to plain clothes.

D. This Agreement shall cover wages, hours of work, fringe benefits, working conditions, grievance procedures, and all other related matters, conditions and considerations of employment hereinafter set forth, and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE II  
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect from January 1, 1987 until midnight December 31, 1989.

B. The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 1989. In the event no successor Agreement is completed, ratified and executed before December 31, 1989, the present Agreement will continue in force until said successor Agreement has been ratified and executed.

ARTICLE III  
MANAGEMENT RIGHTS

A. Except, and only to the extent, that specific provisions of the Agreement provide otherwise, it is hereby mutually agreed that the Township has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Township shall include, but not be limited to, the right:

1. to determine the organization of the Department;
2. to determine and change the purpose and extent of each of its constituent units and divisions;
3. to exercise control and discretion over the organization and efficiency of operations of the Department;
4. to set standards for service to be offered to the public;
5. to direct the employees of the Department, including the right to assign work and overtime.
6. to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions with the Department;
7. to suspend, demote, discharge, or take other disciplinary action against employees for proper cause;
8. to increase, reduce or change, modify or alter

the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or for other reasons;

9. to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased;

10. to establish, modify, combine or abolish job positions or classification;

11. to change or eliminate existing methods of operation, equipment or facilities;

12. to establish, implement and maintain an effective internal security program;

13. to create, modify or delete departmental rules and regulations;

14. to contract or subcontract out work; and to use non-sworn personnel in any lawful manner.

B. Those inherent managerial functions, prerogatives and policy making rights whether listed above or not which the Township has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly subject to the grievance and arbitration procedures contained herein. This shall not limit the parties' right to a determination concerning contractual or legal limits on management's rights.



ARTICLE IV  
COLLECTIVE BARGAINING PROCEDURE

A. Collective bargaining with respect to the rights and duties of the Township and employees, the resolution of legitimate grievances, rates of pay, hours of work and other conditions and considerations of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of the P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the Township, or his designee or designees, and the President of the Local, or his designee or designees, shall be the respective bargaining agents for the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Whenever members of the bargaining unit (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the Collective Bargaining Agreement, such member, agent, designee or designees will not be assigned to other duties but shall receive his regular pay.

ARTICLE V  
NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Association agree that all police officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

C. The Township recognizes that employees have legal rights during internal investigations and will not interfere with their attempts to exercise those rights. All legal rights enjoyed by citizens will be observed by the Township during criminal investigations involving employees.

ARTICLE VI  
MUTUAL COOPERATION PLEDGE

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employees' rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or

both, in the event of a breach by the Association or its members.

## ARTICLE VII

### SICK LEAVE

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay in the amount of fifteen (15) days per year.

B. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose, with a maximum limit of two hundred fifty (250) days.

C. Sick leave may be taken in the event of personal illness or illness in the employee's immediate family or household that requires attendance by the employee, observance of quarantine, or as a result of a disabling injury. For purposes of sick leave, immediate family shall include parent, spouse or child of the employee, or relatives residing in the employee's household. Sick leave may not be used to extend a holiday or vacation.

D. Any employee who shall be absent from work for five (5) or more consecutive working days for sick leave shall be required to submit acceptable medical evidence substantiating the illness.

E. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least one (1) hour prior to the start of his/her shift, where possible, except where emergent circumstances prevent

the employee from doing so.

F. Abuse of sick leave shall be cause for disciplinary action.

G. Employees shall be given a written accounting of accumulated sick leave days on or about February 1 of each year, or as soon thereafter as practicable.

ARTICLE VIII  
TERMINAL LEAVE

A. Upon termination of employment under honorable circumstances, an employee shall be entitled to receive as accumulated sick leave pay forty (40%) percent of the employees accumulated sick leave, up to a maximum of twelve thousand (\$12,000.00) dollars, computed upon the employee's base rate of pay at the time of termination.

B. The amount of payment shall be equal to the number of sick days an employee actually has accumulated as of the date of termination, multiplied by the current daily pay rate for the employee, multiplied by forty (40%) percent up to the maximum dollar amount indicated.

C. "Honorable circumstances" shall mean termination other than for disciplinary reasons, and other than resignation while under suspension for disciplinary reasons, and shall include the requirement that an employee give sufficient notice to permit two (2) full working weeks on the job prior to termination, not including any use of accumulated leaves.

D. Any payment due under this Section shall be made to the employee's estate upon the employee's death.

E. Terminal leave shall be paid in one (1) lump sum at the employee's base rate of pay at the time of termination.

ARTICLE IX  
BEREAVEMENT LEAVE

A. Each employee shall be granted a maximum of five (5) days leave without loss of pay at any one (1) time in the event of the death of any member of the employee's immediate family.

B. "Immediate family" shall be defined to include the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or any other relative of the employee living in the employee's household.

C. In the event of death of a fellow member (active or retired) of the East Windsor Township Police Department, the Chief of Police shall grant an appropriate number of employees sufficient time to attend the funeral.

D. After expiration of five (5) days of bereavement, an employee may request use of accumulated sick leave in order to extend the bereavement leave period due to extenuating circumstances. Such requests shall be made to the Chief of Police for good cause, and be subject to the approval of the Chief of Police, who shall not unreasonably withhold permission.



ARTICLE X  
LEAVES OF ABSENCE

A. Other leaves of absence with pay or without pay may be granted by the Township for good reason. Such leave of absence shall not be unreasonably or arbitrarily denied.

ARTICLE XI  
INSURANCE PROTECTION

A. The Township shall provide the health care and life insurance protection designated below for the calendar year. The Township shall pay the full premium for each employee (active or retired) and, in cases where appropriate, for family plan coverage. "Retired", as used in this Article, refers to an employee who has exercised rights under the terms of the New Jersey Police and Firemen's Retirement System in one of the following categories and under the following conditions:

1. SERVICE RETIREMENT - provided the employee has worked for the Township for at least ten (10) years if hired prior to January 1, 1974, and for at least twenty (20) years if hired after January 1, 1974.

2. SPECIAL RETIREMENT - provided the employee has worked for the Township for at least ten (10) years if hired prior to January 1, 1974, and for at least twenty (20) years if hired after January 1, 1974.

3. ACCIDENTAL DISABILITY - regardless of length of service with the Township.

4. ORDINARY DISABILITY - If an employee has been employed by the Township for at least fifteen (15) years (without any credit for prior service), and that employee retires on an Ordinary Disability retirement under terms of

the Police and Firemen's Retirement System, that employee may apply to the Township Council for continuation of health insurance benefits as provided under the terms of Article IX. If such an application is made, the Council shall request a report from the Township Manager on the circumstances of the accident or disability that led to the employee's disability retirement, on the employee's work history and performance evaluations, on the term of the employee's service to the Township, on the projected cost of providing the benefit, and such factors as the Council or the Manager may deem appropriate to an evaluation of the request. The Council may, at its sole discretion, decide whether the benefit shall be extended, and the decision of the Council shall not be grieved by the employee or the P.B.A.

B. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed to by the Township and the insurance carrier. Benefits shall include hospital and doctors' fees and costs and major medical coverage with benefits substantially similar to those in effect for employees covered by the predecessor to this Agreement; that is, Blue Cross/Blue Shield of New Jersey; policy #00-43067; Confederation Life, policy #GH18740; Sun-Life Insurance Company, policy #40611-GDD; The Dominion Life Assurance Company, policy #G9219.

C. The Township shall continue to pay the entire cost

of a \$20,000 life insurance policy on each employee. Said policy will contain the same basic payment and indemnity provisions as have been provided in past policies for said employees.

D. The Township shall pay fifty (50%) percent of the monthly premium of dental care insurance for each employee (and for his/her family, where appropriate) for the life of this Agreement. The aforesaid monthly payment shall be paid by the Township to a dental care program selected by the Township in accordance with the payment schedule so designated by the master policy and provisions of said program.

ARTICLE XII

EMPLOYEE FACILITIES, EQUIPMENT & UNIFORMS

A. All employees, where applicable, shall be provided with the appropriate equipment and uniforms necessary to do a high quality of work.

ARTICLE XIII  
GRIEVANCE PROCEDURES

A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. The term "grievance" as used herein means an appeal by the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein. The issue of whether a dispute comes under those categories cited in sentence 2 shall be arbitrable.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One: The Association shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the aggrieved or the Association may present the grievance in writing within ten (10) business days thereof to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) business days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the

decision of the Chief of Police, such appeal shall be presented in writing to the Township Manager within ten (10) business days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay,



provided the conduct of said business does not diminish the effectiveness of the Township of East Windsor Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. No settlement of a grievance shall contravene the provisions of this Agreement.

I. A grievance may be brought under this procedure by the Association as a class grievance. A class grievance shall be submitted directly to the Chief of Police at Step Two of this procedure.

## ARTICLE XIV

### HOLIDAYS

A. 1. Employees covered by this Agreement shall be entitled to the following holidays with full pay.

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

2. In addition, each employee shall be entitled to two (2) additional holidays (one [1] to be credited in each half of the year) during each year covered by this Agreement. These "floating" holidays shall be taken upon application to and approval by the Chief of Police.

B. The Chief of Police shall determine staffing requirements for holidays. At the Chief's direction, division commanders shall assign employees to holiday duty on an equitable rotating basis.

C. 1. Employees assigned to work on holidays shall be paid at two (2) times their regular rate of pay for all regularly scheduled hours of work, and three (3) times their regular rate of pay for all such hours worked in excess of their regularly scheduled hours on said holiday, with no additional compensation in time or pay.

2. Employees whose regular day off falls on a holiday shall be compensated with an additional day off.

ARTICLE XV  
VACATION AND VACATION PAY

A. 1. All employees shall be entitled to the following days of paid vacation for the calendar year:

a. All employees shall be entitled to two (2) weeks plus two (2) days, the number of days in said weeks to be based upon the work week schedule in effect on January 1, 1981.

b. Employees employed by the Township for sixty (60) months or more, but less than one hundred nine (109) months, shall be entitled to an additional week of paid vacation for the year, thus totaling three (3) weeks plus two (2) days paid vacation for such employees.

c. Employees employed by the Township for one hundred nine (109) months or more shall be entitled to an additional week of paid vacation (additional to the amount as set forth in sub-paragraph b above) resulting in a total of four (4) weeks plus two (2) days of paid vacation for such employees.

d. Employees employed by the Township for one hundred sixty-nine (169) months or more shall be entitled to five (5) weeks plus two (2) days of paid vacation for such employees..

e. If an employee should complete the requisite years of service, as set forth in sub-paragraphs b

and c above, during the calendar year, and thus be eligible for the benefits in said sub-paragraphs, and should the determinative work week schedule consist of five (5) days, that employee shall receive a proportionate amount of the additional vacation benefits as determined by the following schedule:

<u>Anniversary Date as to Accrual of Benefits Falls In:</u>	<u>Addl Vacation Days as per sub- paragraph b</u>	<u>Addl Vacation Day as per sub- paragraph c</u>
January	5	5
February	5	5
March	5	5
April	4	4
May	4	4
June	3	3
July	3	3
August	2	2
September	2	2
October	1	1
November	1	1
December	1	1

2. Employees who terminate service will be paid accumulated vacation benefits on the last day of employment pro-rated to date of termination.

3. The above listed vacation periods and benefits are determined and calculated in recognition of the regular work week established pursuant to the terms hereinbefore set forth in this Agreement.

4. In addition to the above schedule, each employee shall have two (2) additional vacation days during each year covered by this Agreement.

5. Employees shall be allowed to carry over up to twenty-five (25) vacation days from one calendar year to the next.

B. 1. It is hereby recognized that the scheduling of vacation periods is a management prerogative. In accordance with such recognition, vacation periods shall be taken in work-week blocks (as much as that is possible) and approved by the Police Chief in accordance with his decision to maintain efficiency and the smooth operation of the Department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Police Chief.

2. If a conflict should arise with respect to the scheduling of vacation periods among the various employees, such matters shall be resolved on the basis of seniority with the consent of the Police Chief.

C. 1. The amount of vacation pay to be received by an employee in accordance with the benefits noted herein shall be determined by the per diem salary of the employee at the time the vacation benefits are utilized. (Such per diem salary shall not include any overtime pay or other monetary benefits, but shall be calculated on the salary schedule of such employee at that time.)

2. Vacation pay may be paid to the employee at his option in advance of his declared vacation period pursuant to the procedures set forth in the Township Personnel Code.

3. If an employee should die without utilizing the vacation benefits to which he would have been fully

entitled, his estate shall receive the vacation pay amounts representing such unused benefits.

D. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation days accrued on the established pro-rata monthly basis.

ARTICLE XVI

RATES OF PAY

A. Effective January 1, 1987, the rates of pay for all bargaining unit employees shall be as follows:

<u>Classification</u>	<u>Rate of Pay</u>
Patrolmen-A	25,041
Patrolmen-B	26,362
Patrolmen-C	27,750
Patrolmen-D	29,210
Patrolmen-E	30,748
Patrolmen-F	32,376
Sergeant	35,614

B. Effective January 1, 1988, the rates of pay for all bargaining unit employees shall be as follows:

<u>Classification</u>	<u>Rate of Pay</u>
Patrolmen-A	26,669
Patrolmen-B	28,075
Patrolmen-C	29,553
Patrolmen-D	31,108
Patrolmen-E	32,746
Patrolmen-F	34,480
Sergeant	37,928

C. Effective January 1, 1989, the rates of pay for all bargaining unit employees shall be as follows:

<u>Classification</u>	<u>Rate of Pay</u>
Patrolmen-A	28,536
Patrolmen-B	30,041
Patrolmen-C	31,622
Patrolmen-D	33,286
Patrolmen-E	35,038
Patrolmen-F	36,894
Sergeant	40,583

D. Portions of salaries in excess of that authorized by the previous year's salary ordinance shall be paid to the employee retroactively to January 1 of each year after passage of the salary ordinance authorizing such increase for that year.



ARTICLE XVII  
EDUCATION INCENTIVE

A. Employees who receive degrees beyond high school graduation shall receive a one-time incentive payment from the Township according to the following schedule.

<u>Degree</u>	<u>Payment</u>	<u>Terms</u>
Associate	\$250	None
Bachelor's	\$250	\$500 if no Associate Degree was ever granted
Master's	\$350	None
Doctorate	\$500	\$850 if no Master's Degree was ever granted

B. Such payment shall be non-accumulative. An employee who has previously received an incentive payment from the Township that is equal to or exceeds the payments provided for by this Agreement shall receive no additional payment. It is agreed and understood that an employee intending to apply for such payment shall apply to the Chief of Police for a determination that his course of study is law enforcement related. The Chief may make such a determination in writing at any time the employee requests same. Anyone wishing to obtain a payment in a particular year must give notice to the finance office during the fiscal year preceding that in which he wishes to receive the payment.

C. The Township finance office shall insure that

non-taxable reimbursement payments made to employees shall be clearly delineated so as to avoid unnecessary payment of taxes by the employee.

ARTICLE XVIII

LONGEVITY

A. The parties hereto recognize the policy of duly compensating those employees who have served the Township over a lengthy period of years. Such policy recognizing such longevity shall continue in accordance with the following schedule for the term of this Agreement.

<u>Months of Service Completed</u>	<u>Longevity Compensation In Addition to Salary</u>		
	<u>1987</u>	<u>1988</u>	<u>1989</u>
60 to 108 months	\$ 442	\$ 471	\$ 504
109 to 168 months	799	851	910
169 to 228 months	1065	1134	1214
229 months and over	1374	1463	1566

B. 1. All employees shall be entitled to longevity compensation on the basis of length of service to the Township.

2. It is agreed and understood that longevity is payment in addition to salary for the year following attainment of eligibility for payment, and that, under certain defined circumstances as defined in paragraph 4, the Township may recover a pro-rata share of longevity payment already made.

3. Longevity compensation shall be paid as part of the normal payroll process.

4. In any case in which an employee terminates

for any reason other than retirement before completing a full year of employment after receiving a longevity payment, the Township shall deduct from that employee's final payment of salary and benefits a pro-rated share of the longevity payment that has actually been made. "Retirement" shall mean any form of retirement recognized by the N. J. Police and Firemen's Retirement Fund, except deferred retirement and non-service connected disability retirement.

ARTICLE XIX  
OVERTIME AND COMPENSATORY TIME

A. Definitions

1. Overtime - Any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular work hours, or on any day scheduled as a non-working day according to the work schedule of the employee.

2. Call-back - An order to return to duty at a time when an employee would not otherwise be scheduled for duty. Such order shall only be issued by the Chief of Police or by an officer to whom specific authority has been delegated by the Chief to issue such an order.

B. 1. All employees covered by this Agreement shall be paid one and one-half (1 1/2) times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime work is performed) for any and all overtime work as defined immediately above in paragraph A.

2. Overtime shall be calculated as beginning thirty (30) minutes after the completion of a normal working shift in the event that the employee should be required to remain at his duties beyond the completion of said shift. He shall receive compensation at an overtime rate from the time of completion of said shift (i.e., for said thirty

minute period) until the completion of the aforesaid duties. If an employee is called to duty before the beginning of his regular work shift and continues working through to the beginning of his regular work shift, he will be paid at the overtime rate for such time as he works before the beginning of his regular work shift.

3. a. In the event there is a call-back to duty during a period when the employee is not scheduled to work, said employee shall be paid in accordance with the following schedule:

(1) If the employee works two (2) hours or less, two (2) hours' overtime pay.

(2) If the employee works more than two (2) hours but less than four (4) hours, four (4) hours' overtime pay.

(3) If the employee works four (4) hours or more, overtime pay for the actual hours worked.

(4) If the call-back occurs between 11 p.m. and 7 a.m., four (4) hours' overtime pay or overtime pay for the actual hours worked, whichever is more.

(5) If the employee is called back from vacation or holiday leave, four (4) hours' pay or pay for actual time worked, whichever is more, at the rate of two (2) times the employee's normal rate.

b. This provision shall not be in effect during emergencies.

c. An employee shall be entitled to said guarantees provided the recall duty is not contiguous with the employee's normal work day.

4. In further accordance with the definitional section above, if an employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court, Federal Court or in any matter other than a civil action, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when any such appearance is not scheduled at least five days in advance and occurs outside his normal working shift, said employee shall receive minimum compensation at an overtime rate in accordance with XIX B3 above.

C. Overtime wages shall be paid at the pay date which shall fall immediately after the date on which the overtime was reported.

ARTICLE XX

EXTRA DUTY

A. "Extra duty" shall be defined as the performance of services of a nature not normally provided by the Township or services in the nature of private police duty by the employees during their off-duty hours at the direction and under the supervision of the Police Chief. It is understood that any period of time which shall be worked in connection with an extra duty assignment as defined by this Article shall not be considered or calculated in connection with any of the provisions of the Federal Wage and Hour Law.

B. Extra duty assignments to employees shall be made by the Chief of Police on the basis of scheduling and with reasonable notice of such assignment to said employee. An employee shall have the right to decline to work such extra duty assignment.

C. 1. An employee assigned to extra duty shall be compensated according to the following schedule:

a. For duty within East Windsor Township, at the rate of \$21.00 per hour or one and one-half (1 1/2) times the employee's regular rate of pay, whichever is higher, for each hour or part actually worked, with a minimum of two (2) hours compensation per assignment.

b. For duty outside East Windsor Township, at the rate being paid to any other police officers assigned



to the duty or the "in-town" rate, whichever is more, for each hour or part actually worked, with a minimum of two (2) hours compensation per assignment.

2. It is recognized that the Township may bill the recipient of such services for an amount in addition to the hourly rate set forth immediately above for administrative costs, overhead and out-of-pocket expenses in providing such services.

3. Such additional monies shall be paid to the employee at the pay date which shall fall immediately after reporting the extra duty assignment.

ARTICLE XXI  
CLOTHING AND SHOE MAINTENANCE

A. 1. Effective January 1, 1987, each employee shall receive a clothing and shoe maintenance allowance of \$495.

2. Effective January 1, 1988, each employee shall receive a clothing and shoe maintenance allowance of \$527.

3. Effective January 1, 1989, each employee shall receive a clothing and shoe maintenance allowance of \$564.

B. The stipend allocated for clothing and shoe maintenance shall be distributed to each employee during the month of January.

C. Civilian clothing that is damaged in the line of duty shall be replaced after the filing of a written report by the employee and inspection by the Chief or his designee. The replacement shall be made by such employee, and he shall be reimbursed by the Township within forty-five (45) days from the day he submits a voucher to the Finance Office.

D. If an employee terminates employment with the Township between annual payments of the clothing and shoe maintenance allowance, other than by retirement, a pro-rated share of the payment last made will be deducted from that employee's payment of termination pay and benefits. "Retirement" shall mean any form of retirement recognized by the N.J. Police and Firemen's Retirement Fund, except deferred retirement and non-service connected disability retirement.

ARTICLE XXII

DETECTIVES

A. Each employee assigned as a detective shall receive a purchasing allowance of \$50 per month, which shall be in addition to the regular clothing and shoe maintenance allowance as set forth in Article XXI of this Agreement. Such payments shall be made once a year, during November.

ARTICLE XXIII

WORK WEEK AND PROCEDURES

A. The work week for all employees covered by this Agreement shall consist of not more than forty (40) hours as per a forty (40) hour working schedule or on an annualized basis. Any additional hours will be considered overtime, and compensation for those hours will be in accordance with the provisions of Article XIX set forth above.

B. The preparation of the work schedule and the assignment of employees to such schedules is recognized as the prerogative of the Township. Nevertheless, it is agreed that the Township shall give an employee seventy-two (72) hours notice of any change in his regular work shift, and shall state to the employee the reasons necessitating such change.

C. The Township shall not reschedule any employee from his regular work shift primarily for the purpose of minimizing and/or circumventing that employee's overtime. It is also understood that short swings shall be avoided in all but emergency situations.

ARTICLE XXIV  
FALSE ARREST INSURANCE

A. Effective as of the date of the execution of this Agreement, the Township shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding against such employee arising out of or incidental to the performance of his duties as a member of the Police Department of East Windsor. Such insurance coverage shall include indemnification against any compensatory damages awarded to any person in any such proceeding against such employee. Additionally, the Township shall indemnify said employee for all costs and awards of compensatory damages beyond the coverage limitations of said insurance.

ARTICLE XXV

DUES DEDUCTION AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. For all new members, the Association will provide the necessary "check-off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be

effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it

represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. The Association shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.



ARTICLE XXVI  
BULLETIN BOARDS

A. The Township shall permnit the Association to have its own bulletin board located in the police headquarters for the posting of notices concerning PBA Local #191 business and activities. All such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the Association.

ARTICLE XXVII

POLICEMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS

A. The executive delegate and the President of the Association or their designee shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such employees are scheduled to be on duty, providing the said employee gives reasonable notice.

ARTICLE XXVIII

MUTUAL RECOGNITION OF EXISTING OBLIGATIONS & CONDITIONS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date, and accordingly, such employee's benefits shall be continued.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXX

SENIORITY

A. For the purposes of determining the amount of vacation and longevity payments due an employee covered under this Agreement, seniority shall include employment with the Township plus previous full-time continuous employment in law enforcement related duties with the State of New Jersey or any political subdivision or school district in the State. An entering employee with such previous service will, in addition, be credited with 15 days of sick leave upon hiring. For all other purposes, seniority shall mean time of employment with the Township without regard to prior service.

ARTICLE XXXI

TRAVEL EXPENSES

A. An employee subject to the terms of this Agreement, traveling on official business under authority of the Chief of Police, shall be entitled to use of a Township vehicle, if one is available. If no Township vehicle is available, the Chief of Police may approve use of the employee's personal vehicle, with reimbursement to the employee at the rate of \$.18 per mile. An employee will be reimbursed for the costs of tolls and parking incurred while on approved official business.

ARTICLE XXXII  
PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records, and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based upon any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant. Complaints will be deemed removed after one (1) year for disciplinary purposes, but will be deemed retained solely for penalty evaluation purposes.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Force shall subject that member to appropriate disciplinary action.



ARTICLE XXXIII

WORKING OUT OF RANK

A. An employee assigned to duties normally assigned to a supervisor shall be paid at a sergeant's rate of pay for each and every hour so worked with no necessity to accumulate any number of hours before being paid the higher rate. Such assignment shall be made by the Chief of Police or his designee.

ARTICLE XXXIV

INJURY LEAVE

A. In the event an employee becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report prior to the end of the shift thereof to the immediate supervisor. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

D. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

E. In the event the Township's physician certifies the employee fit to return to duty, injury leave benefits

granted under this Article shall be terminated. However, if the employee disputes the determination of the Township physician, then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

F. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his entire salary payment, or the Township shall only pay the difference.

G. If the Township can prove that an employee has abused his/her privilege under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE XXXV

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVI  
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect from January 1, 1987 until midnight December 31, 1989, except that the provisions of Article VII shall be in effect from January 1, 1987 until midnight December 31, 1989.

B. The parties agree that negotiations for a successor Agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 1989. In the event no successor Agreement is completed, ratified and executed before December 31, 1989, the present Agreement will continue in force until said successor Agreement has been ratified and executed.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Township and the Association on the 12<sup>th</sup> day of January, 1988.

ATTEST:

Elizabeth A. Nelson

Signed, Sealed and  
Delivered in the  
presence of

Elizabeth A. Nelson

EAST WINDSOR TOWNSHIP

BY: Robert A. Cleary

NEW JERSEY POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
LOCAL #191

BY: Richard H. Reinhardt

RESOLUTION R88-9  
EAST WINDSOR TOWNSHIP  
MERCER COUNTY

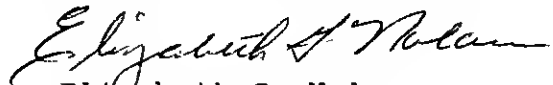
WHEREAS, as a result of arbitration and negotiations, the East Windsor P.B.A. Local 191 and the Township of East Windsor have reached agreement on the terms and conditions of employment; and

WHEREAS, the Township Council has reviewed the attached agreement,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey, that the Mayor and Clerk are hereby authorized and directed to execute the 1987-1988-1989 agreement with the East Windsor PBA Local 191.

BE IT FURTHER RESOLVED that a copy of the said agreement be made available for public inspection in the office of the Municipal Clerk

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on *Jan 5, 1988*

  
Elizabeth G. Nolan  
Municipal Clerk

PERC 11-97

RESOLUTION R81-12

EAST WINDSOR TOWNSHIP

MERCER COUNTY

1/1/81 - 12/31/82

WHEREAS, East Windsor Township Administrative Officials have discussed the terms and conditions of employment for police personnel who are members of the East Windsor PBA Local 191 with their representatives; and

WHEREAS, as a result of said discussions, the parties have reached agreement on the terms and conditions of employment; and

WHEREAS, the Township Council has reviewed the agreement promulgated pursuant to the terms and conditions of employment agreed to by the parties.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the attached agreement with the East Windsor PBA Local 191.

BE IT FURTHER RESOLVED that a copy of the said agreement be made available for public inspection in the office of the Township Clerk.

LIBRARY  
Institute of Management and

## AGREEMENT

AGREEMENT, dated the thirteenth day of January, 1981, by and between EAST WINDSOR TOWNSHIP, a municipal corporation of the State of New Jersey, hereinafter referred to as "Employer" or the "Township", and the NEW JERSEY POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 191, hereinafter referred to as the "Local";

WHEREAS, the parties have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed and non-uniformed officers, patrolmen and patrolmen detectives, (hereinafter sometimes collectively referred to as "Employee" or "Employees") of the Police Department of East Windsor Township;

NOW, THEREFORE, WITNESS:

In consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the "Township", as hereinafter defined, recognized as being represented by the "Local", as follows:

### ARTICLE ONE

#### INTERPRETATION AND RECOGNITION

##### A. Interpretation

It is the intention of the parties that this Agreement be construed in harmony with the P.E.R.C. Act as amended the Statutes of the State of New Jersey, the Ordinances of East Windsor Township and the Rules and Regulations of the Police Department.

##### B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the New Jersey Policemen's Benevolent Association, Inc., Local 191 as the sole and exclusive negotiating agent and representative of all the employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances.

2. The bargaining unit, as discussed immediately above, shall consist of all uniformed patrolmen, detectives, and Sergeants, now employed or hereafter employed, excluding the Chief of Police, Lieutenants, Captains, school crossing guards, dispatchers (Radio Officers), and all civilian members of the Department. Probationary employees shall be included for all benefits other than wages as set forth hereafter in this Agreement.



C. Binding Agreement

This Agreement shall cover wages, hours of work, fringe benefits, working conditions, grievance procedures and all other related matters, conditions and considerations of employment hereinafter set forth and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effect from January 1, 1981 until midnight December 31, 1982.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms or provisions of this Agreement shall commence by September 1, 1982. In the event no successor agreement is completed, ratified and executed before December 31, 1982, the present Agreement will continue in force until said successor agreement has been ratified and executed.

ARTICLE THREE

MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of the Agreement provide otherwise, it is hereby mutually agreed that the Township has and will continue to retain, regardless of the frequency of exercises, rights to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Township shall include, but not be limited to the right:

- A. to determine the organization of the department;
- B. to determine and change the purpose and extent of each of its constituent units and divisions;
- C. to exercise control and discretion over the organization and efficiency of operations of the department.
- D. to set standards for service to be offered to the public;
- E. to direct the employees of the department including the right to assign work and overtime;
- F. to hire, examine, classify, evaluate, promote, train, transfer, assign and schedule employees in positions with the department;

- G. to suspend, demote, discharge, or take other disciplinary action against employees for proper cause;
- H. to encrease, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or for other reasons;
- I. to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased;
- J. to establish, modify, combine or abolish job positions or classifications.
- K. to change or eliminate existing methods of operation, equipment or facilities.
- L. to establish, implement and maintain an effective internal security program;
- M. to create, modify or delete departmental rules and regulations;
- N. to contract or subcontract out work; and to use non-sworn personnel in any lawful manner.

Those inherent managerial functions, prerogatives and policy-making rights whether listed above or not which the Township has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein. This shall not limit the parties' right to a determination concerning contractual or legal limits on management's rights.

#### ARTICLE FOUR

##### COLLECTIVE BARGAINING PROCEDURE

###### A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the "Township" and employees, the resolution of legitimate grievances, rates of pay, hours of work and other conditions and considerations of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of the P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President of the "Local" or his designee or designees shall be the respective bargaining agents for the parties.

###### B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party. Whenever members of the bargaining unit (whether agent or designee or designees) are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings

or in negotiations respecting the collective bargaining agreement, such member, agent, designee or designees will not be assigned to other duties but shall receive his regular pay.

## ARTICLE FIVE

### NON-DISCRIMINATION

A. The "Township" and the "Local" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement or jobs or as a continuation of employment. The "Township" further agrees that it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the "Local" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Local" in the appropriate bargaining unit.

B. The "Township" recognizes that employees have legal rights during internal investigations and will not interfere with their attempts to exercise those rights. All legal rights enjoyed by citizens will be observed by the township during criminal investigations involving employees.

## ARTICLE SIX

### STRIKES

The "Local" assures and pledges to the "Township" that its goals and purposes are such as to condone no strikes by police officers nor work stoppages, slowdowns or any other such method which would interfere with service to the public or violate the laws of the State of New Jersey, and furthermore, that "Local" will not initiate such activities nor advocate or encourage members of the unit to initiate or continue such activities.

## ARTICLE SEVEN

### SICK LEAVE

#### A. Accumulative

All employees shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with a maximum limit of 250 days.

#### B. Notification or Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1, 1981 or as soon thereafter as practicable.

### C. Payment on Termination

Upon termination of employment under honorable circumstances, any employee shall be entitled to receive as accumulated sick leave pay a percentage of accumulated sick leave calculated according to the following table, up to the amount shown as a maximum:

<u>YEAR</u>	<u>PERCENTAGE</u>	<u>MAXIMUM PAYMENT</u>
1981	21%	\$5500
1982	24%	\$6100

The amount of payment shall be equal to the number of sick days an employee actually has accumulated as of the date of termination, multiplied by the current daily pay rate for the employee's grade, multiplied by the percentage indicated in the table, up to the maximum dollar amount shown in the table.

"Honorable circumstances" shall mean termination other than for disciplinary reasons, and other than resignation while under suspension for disciplinary reasons, and shall include the requirement that an employee give sufficient notice to permit two full working weeks on the job prior to termination, not including any use of accumulated leaves.

## ARTICLE EIGHT

### SPECIAL LEAVES

#### A. Types of Leaves

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay, and such leave shall be in addition to any other leave except as noted:

1. Bereavement. Up to five days at any one time in the event of the death of an employee's spouse, child, parent, brother or sister, "in-laws" (limited to father-, mother-, brother-, sister-, son- or daughter-in-law), grandparent, or any member of the immediate household. In the event of the death of a fellow employee (active or retired) of the East Windsor Township Police Department, the Police Chief shall grant to an appropriate number of employees sufficient time to attend the funeral.

2. Extended Bereavement. After expiration of five days of bereavement leave, an employee may request use of accumulated sick leave in order to extend the bereavement period, due to extenuating circumstances. Such request shall be made to the Police Chief only for good cause, and shall be subject to the approval of the Police Chief, who shall not withhold permission unreasonably.

3. Good Cause. Other leaves of absence with pay or without pay may be granted by the "Township" for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

## ARTICLE NINE

### INSURANCE PROTECTION

#### A. Full Health-Care Coverage

The "Township" shall provide the health-care and life insurance protection designated below for the calendar year. The "Township" shall pay the full premium for each employee (active or retired) and in cases where appropriate, for family plan coverage.

1. Provisions of Coverage. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed to by the township and the insurance carrier. Benefits shall include hospital and doctors' fees and costs and major medical coverage with benefits substantially similar to those in effect for employees covered by the predecessor to the agreement; that is Blue Cross/Blue Shield of New Jersey, Policy No. 00-43067; Confederation Life, Policy No. GH18740; Sun-Life Insurance Company, Policy No. 40611-GDD; The Dominion Life Assurance Company, Policy No. G9219.

2. Life Insurance. The "Township" shall continue to pay the entire cost of a \$20,000 life insurance policy on each employee. Said policy will contain the same basic payment and indemnity provisions as have been provided in past policies for said employees.

#### B. Dental Care Coverage

The "Township" shall pay fifty percentum (50%) of the monthly premium of dental-care insurance for each employee (and for his or her family where appropriate) for the life of this Agreement. The aforesaid monthly payment shall be paid by the "Township" to a dental care program selected by the "Township" in accordance with the payment schedule so designated by the master policy and provisions of said program.

## ARTICLE TEN

### EMPLOYEE FACILITIES, EQUIPMENT AND UNIFORMS

All employees, where applicable, shall be provided with the appropriate equipment and uniforms necessary to do a high quality of work.

## ARTICLE ELEVEN

### GRIEVANCE PROCEDURES

#### A. Definition of Grievance

A grievance shall be defined to mean an alleged violation or a dispute by an employee group, employer, the union or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employees' morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

#### D. Period for Filing of Grievance

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

#### E. Procedure

##### Level 1: "Local" Grievance Committee

All grievances shall be in writing as shall responses to them by the "Township". The "Local" grievance committee shall receive, screen and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the "Local".

##### Level 2: Chief of Police

The "Local" grievance committee shall, within five (5) days after screening of any grievance, submit such grievance to the Chief of the Police Department for resolution.

##### Level 3: Township Manager

In the event the parties are unable to resolve the grievance as to Level 2, either party may, within five (5) days after hearing by the Chief of the Police Department at Level 2, refer the grievance to the Township Manager for resolution.

#### Level 4: Arbitration

In the event the grievance is not resolved at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Township Manager, either party, within five (5) working days after a decision by the Township Manager or fifteen (15) working days after the grievance was delivered to the Township Manager, whichever is sooner, request in writing that said grievance shall be referred for impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission or the American Arbitration Association that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "Township" and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission or the American Arbitration Association, the Commission or the American Arbitration Association shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Local". Any steward or officer of the Local required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness reasonably required, shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

#### F. Extensions and Modifications

Time extensions may be mutually agreed to by the "Township" and the employee.

#### G. Meetings and Hearings

All meetings and hearing under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

### ARTICLE TWELVE

#### HOLIDAYS

#### A. Designation of Holidays

Employees covered by this agreement shall be entitled to the following holidays with full pay

- |                          |                            |
|--------------------------|----------------------------|
| 1. New Year's Day        | 7. Labor Day               |
| 2. Lincoln's Birthday    | 8. Columbus Day            |
| 3. Washington's Birthday | 9. Veterans' Day           |
| 4. Good Friday           | 10. Thanksgiving Day       |
| 5. Memorial Day          | 11. Day after Thanksgiving |
| 6. Independence Day      | 12. Christmas              |

In addition, each employee shall be entitled to two additional holidays (one to be credited in each half of the year) during each year covered by this agreement. These "floating" holidays shall be taken upon application to and approval by the Chief of Police.

B. Staffing on Holidays

The Chief of Police shall determine staffing requirements for holidays. At the Chief's direction, division commanders shall assign employees to holiday duty on an equitable rotating basis.

C. Compensation for Holiday Duty

Employees assigned to work on holidays shall be paid at two times their regular rate of pay, with no additional compensation in time or pay. Employees whose regular day off falls on a holiday shall be compensated with an additional day off.

## ARTICLE THIRTEEN

### VACATION AND VACATION PAY

A. Entitlement

1. All employees shall be entitled to the following days of paid vacation for the calendar year:

- a. All employees shall be entitled to two (2) weeks the number of days in said weeks to be based upon the work week schedule in effect on January 1, 1981.
- b. Employees employed by the "Township" for 60 months or more but less than 109 months shall be entitled to an additional week of paid vacation for the year, thus totalling three (3) weeks paid vacation per year for such employees.
- c. Employees employed by the "Township" for 109 months or more shall be entitled to an additional week of paid vacation (additional to the amount as set forth in sub-paragraph (b) above) resulting in a total of four (4) weeks of paid vacation per year for such employees.
- d. If an employee should complete the requisite years of service, as set forth in sub-paragraphs (b) and (c) above, during the calendar year, and thus be eligible for the benefits in said sub-paragraphs, and should the determinative work week schedule consist of five (5) days, that employee shall receive a proportion amount of the additional vacation benefits as determined by the following schedule:



Anniversary Date as to accrual of benefits falls in:	Additional Vacation Days as per sub- paragraph (b)	Additional Vacation Day as per sub- paragraph (c)
January	5	5
February	5	5
March	5	5
April	4	4
May	4	4
June	3	3
July	3	3
August	2	2
September	2	2
October	1	1
November	1	1
December	1	1

2. Employees who terminate service will be paid accumulated vacation benefits on the last day of employment prorated to date of termination.

3. The above-listed vacation periods and benefits are determined and calculated in recognition of the regular work week established pursuant to the terms hereinbefore set forth in this Agreement.

4. In addition to the above schedule, each employee shall have two (2) additional vacation days during each year covered by this agreement.

5. Employees shall be allowed to carry over up to twenty-five (25) vacation days from one calendar year to the next.

#### B. Vacation Period

It is hereby recognized that the scheduling of vacation periods is management prerogative. In accordance with such recognition, vacation periods shall be taken in work-week blocks (as much as that is possible) and approved by the Police Chief in accordance with his decision to maintain efficiency and smooth the operation of the department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Police Chief.

If a conflict should arise with respect to the scheduling of vacation periods among the various employees, such matters shall be resolved on the basis of seniority with the consent of the Police Chief.

#### C. Payment of Vacation Day

1. The amount of vacation pay to be received by an employee in accordance with the benefits noted herein, shall be determined by the per diem salary of the employee at the time the vacation benefits are utilized. (Such

per diem salary shall not include any overtime pay or other monetary benefits but shall be calculated on the salary schedule of such employee at that time.)

2. Vacation pay may be paid to the employee at his option in advance of his declared vacation period pursuant to the procedures set forth in the Township Personnel Code.

3. If an employee should die without utilizing the vacation benefits to which he would have been fully entitled, his estate shall receive the vacation pay amounts representing such unused benefits.

## ARTICLE FOURTEEN

### RATES OF PAY

#### A. Salaries

In 1981	A	B	C	D	E	F
3P	16,713	17,593	18,519	19,494	20,520	21,600
4P	23,760					
In 1982	A	B	C	D	E	F
3P	18,134	19,088	20,093	21,150	22,264	23,436
4P	25,779					

Portions of salaries in excess of that authorized by the previous year's salary ordinance shall be paid to the employee retroactively to January 1 of each year after passage of the salary ordinance authorizing such increase for that year.

#### B. Education Incentive

Employees who receive degrees beyond high school graduation shall receive a one-time incentive payment from the Township according to the following schedule

<u>DEGREE</u>	<u>PAYMENT</u>	<u>TERMS</u>
Associate	\$250	None
Bachelor's	\$250	\$500 if no associate degree was ever granted
Master's	\$350	None
Doctorate	\$500	\$850 if no master's degree was ever granted

Such payment shall be non-accumulative. An employee who has previously received an incentive payment from the Township that is equal to or exceeds the payments provided for by this agreement shall receive no additional payment, except that an employee who received a \$500 payment for an associate degree during 1980 shall receive a \$150 payment if a bachelor's degree is awarded during the term of this agreement. It is agreed and understood that an employee intending to apply for such bonus shall apply to the Chief of Police for a determination that his course of study is law-enforcement related. The Chief may make such a determination in writing at any time the employee requests same. Anyone wishing to obtain a bonus in a particular year must give notice to the finance office during the fiscal year preceding that in which he wishes to receive the bonus.

#### C. Reimbursement Payments

The Township finance office shall insure that non-taxable reimbursement payments made to employees shall be clearly delineated so as to avoid unnecessary payment of taxes by the employee.

#### D. Merit Adjustment

The salaries shown in Section A of the Article are base rates, subject to adjustment due to merit and performance evaluations. At least twice each year the performance of each employee subject to this agreement will be evaluated and a numerical value assigned to that evaluation. The average of all numerical values for all employees will be calculated.

The salary of an employee whose individual evaluation value is above average as defined by the Township, shall receive from \$100 to \$300 more than the salary shown for that employee's step level.

### ARTICLE FIFTEEN

#### LONGEVITY

##### A. Longevity Schedule

The parties hereto recognize the policy of duly compensating those employees who have served the "Township" over a lengthy period of years. Such policy recognizing such longevity shall continue in accordance with the following schedule for the term of this agreement.

<u>Months of Service Completed</u>	<u>Longevity Compensation in Addition to Salary</u>	
	<u>1981</u>	<u>1982</u>
60 to 108 months	\$ 290	\$ 305
109 to 168 months	\$ 565	\$ 580
169 to 228 months	\$ 775	\$ 790
229 months and over	\$1015	\$1030

In no event shall any employee who received longevity compensation during calendar year 1977 receive a lesser amount of such compensation in any year thereafter.

**B. Qualifications for Longevity and Payment of Same**

1. All employees shall be entitled to longevity compensation on the basis of length of service to the "Township".

2. Longevity compensation shall accrue immediately upon the attainment of the requisite period of service by the employee and shall be paid in full to said employee at the first pay date after the attainment of the required service period.

**C. Recovery upon Termination**

It is agreed and understood that longevity is a payment in addition to salary for the year following attainment of eligibility for the payment. In any case in which an employee terminates for any reason other than retirement before completing a full year of employment after receiving a longevity payment, the township shall deduct from that employee's final payment of salary and benefits a pro-rated share of the longevity payment that has actually been made.

**ARTICLE SIXTEEN**

**OVERTIME AND COMPENSATORY TIME**

**A. Definitions**

1. Overtime - Any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular work hours; or on any day scheduled as a non-working day according to the work schedule of the employee.

2. Call-back - An order to return to duty at a time when an employee would not otherwise be scheduled for duty. Such order shall only be issued by the Chief of Police or by an officer to whom specific authority has been delegated by the Chief to issue such an order.

3. Compensatory Time - Any time worked as overtime may be taken instead as compensatory time pursuant to Section D of this Article.

**B. Qualification for Overtime and Rate of Compensation**

1. All employees covered by this Agreement shall be paid one and one-half times their respective straight time hourly rate (at whatever said straight time hourly rate would be for the work week during which such overtime work is performed) for any and all overtime work as defined immediately above in paragraph A.

2. Overtime shall be calculated as beginning thirty (30) minutes after the completion of a normal working shift in the event that the employee should be required to remain at his duties beyond the completion of said shift. If said employee is required to remain beyond the thirty minute period noted above, he shall receive compensation at an overtime rate from the time of completion of said shift (i.e. for said thirty minute period) until the completion of the aforesaid duties. If an employee is called to duty before the beginning of his regular work shift and continues working through to the beginning of his regular work shift, he will be paid at the overtime rate for such time as he works before the beginning of his regular work shift.

3. In the event that there is a call-back to duty during a period when the employee is not scheduled to work, said employee shall receive a minimum of four (4) hours compensation at an overtime rate regardless of whether or not said employee shall work such entire four hour period. In the event an employee is called back from vacation or a holiday he shall receive a minimum of four (4) hours compensation at the rate of two times his regular salary. This provision shall not be in effect during emergencies.

4. In further accordance with the definitional section above, if an employee should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, State Supreme Court, Federal Court or in any matter other than a civil action, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when any such appearance is not scheduled at least five days in advance and occurs outside his normal working shift, said employee shall receive a minimum of four (4) hours compensation at an overtime rate regardless of whether or not said employee shall work such entire four-hour period.

#### C. Payment of Overtime

Overtime wages shall be paid at the pay date which shall fall immediately after the date on which the overtime was reported.

#### D. Compensatory Time

Each employee shall be entitled to designate up to five days in overtime hours worked as compensatory time during the period 1 January - 30 June and an additional five days during the period 1 July - 31 December of any year. Such designation shall be made at the time the employee reports overtime duty. Each employee can accumulate up to five days of compensatory time during each of said six-month periods. Scheduling of use of accrued compensatory time shall be upon application to and approval by the Chief of Police.

At the end of each such six-month period the Chief of Police shall certify to the Director of Finance the unused compensatory time hours of each employee and each employee should receive payment for said unused compensatory time during the first pay period following the end of the said six-month period. Said check shall be at one and one half times the employee's regular hourly rate of pay.

## ARTICLE SEVENTEEN

### EXTRA DUTY

#### A. Definition of Extra Duty

"Extra Duty" shall be defined as the performance of services of a nature not normally provided by the "Township" or services in the nature of private police duty by the employees during their off-duty hours at the direction and under the supervision of the Police Chief. It is understood that any period of time which shall be worked in connection with an "Extra Duty" assignment as defined by this Article shall not be considered or calculated in connection with any of the provisions of the Federal Wage and Hour Law.

#### B. Assignment of Extra Duty

Extra duty assignments to employees shall be made by the Chief of Police on the basis of scheduling and with reasonable notice of such assignment to said employee. An employee shall have the right to decline to work such extra duty assignment.

#### C. Payment of Extra Wages

1. An employee assigned to extra duty shall be compensated according to the following schedule:
  - a. For duty within East Windsor Township, at the rate of \$10.50 per hour for each hour or part actually worked, with a minimum of two hours compensation per assignment.
  - b. For duty outside East Windsor Township, at the rate being paid to any other police officers assigned to the duty or \$10.50 per hour, whichever is more, for each hour or part actually worked, with a minimum of two hours compensation per assignment.
2. It is recognized that the "Township" may bill the recipient of such services for an amount in addition to the hourly rate set forth immediately above for administrative costs, overhead and out-of-pocket expenses in providing such services.
3. Such additional monies shall be paid to the employee at the pay date which shall fall immediately after the completion of the extra duty assignment.

## ARTICLE EIGHTEEN

### CLOTHING AND SHOE MAINTENANCE

#### A. Qualification for Allowance and Amount of Allowance

Each employee shall receive a clothing and shoe maintenance allowance of \$350 for 1981 and \$375 for 1982.

B. Payment of Allowance

The stipend allocated for clothing and shoe maintenance shall be distributed to each employee during the month of January.

C. Miscellaneous

Civilian clothing that is damaged in the line of duty shall be replaced after the filing of a written report by the employee and inspection by the Chief or his designee. The replacement shall be made by such employee and he shall be reimbursed by the "Township" within forty-five (45) days from the day he submits a voucher to the Finance Office.

D. If an employee terminates employment with the Township between annual payments of the clothing and shoe maintenance allowance, other than by retirement, a pro-rated share of the payment last made will be deducted from that employee's payment of termination pay and benefits.

## ARTICLE NINETEEN

### DETECTIVES

A. Clothing and Shoe Maintenance Allowance

Each employee assigned as a detective shall receive a purchasing allowance of \$42 per month in 1981, and \$44 per month in 1982, which shall be in addition to the regular clothing and shoe maintenance allowance as set forth in Article Eighteen of this Agreement. Such payments shall be made once a year, during November.

## ARTICLE TWENTY

### WORK WEEK AND PROCEDURES

A. Regular Work Week

The work week for all employees covered by this Agreement shall consist of not more than forty hours as per a forty hour working schedule or on an annualized basis. Any additional hours will be considered overtime and compensation for those hours will be in accordance with the provisions of Article Sixteen set forth above.

B. Change in Work Schedule

The preparation of the work schedule and the assignment of employees to such schedules is recognized as the prerogative of the "Township". Nevertheless, it is agreed that the "Township" shall give an employee seventy-two (72) hours notice of any change in his regular work shift and shall state to the employee the reasons necessitating such change.

The "Township" shall not reschedule any employee from his regular work shift primarily for the purpose of minimizing and/or circumventing that employee's overtime. It is also understood that short swings shall be avoided in all but emergency situations.

## ARTICLE TWENTY-ONE

### FALSE ARREST INSURANCE

Effective as of the date of the execution of this Agreement, the "Township" shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding against such employee arising out of or incidental to the performance of his duties as a member of the Police Department of East Windsor. Such insurance coverage shall include indemnification against any compensatory damages awarded to any person in any such proceeding against such employee. Additionally, the "Township" shall indemnify said employee for all costs and awards of compensatory damages beyond the coverage limitations of said insurance.

## ARTICLE TWENTY-TWO

### CHECK-OFF

The "Township" shall deduct dues and initiation fees from the wages of all employees covered by this Agreement who have filed with the "Township" a proper dues deduction authorization clause as required by the laws of the State of New Jersey. The "Local" shall advise the "Township" of the fixed and standard dues and initiation fees of those members and payments made to the "Local" on or before the first pay date of each month.

## ARTICLE TWENTY-THREE

### BULLETIN BOARDS

The "Township" shall permit the "Local" to have its own bulletin board located in the police headquarters for the posting of notices concerning PBA Local #191 business and activities. all such notices which shall be placed on said bulletin board shall be signed by the President or other authorized officer of the "Local".

## ARTICLE TWENTY-FOUR

### PATROLMEN'S BENEVOLENT ASSOCIATION STATE MEETINGS

The Executive Delegate and the President of the "Local" or their designee shall be granted leave from duty with full pay for all meetings of the PBA State Association when such meetings take place at a time when such employees are scheduled to be on duty, providing the said employee gives reasonable notice.



## ARTICLE TWENTY-FIVE

### MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND CONDITIONS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date and accordingly, such employee's benefits shall be continued.

## ARTICLE TWENTY-SIX

### SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable or civil service law or regulation, such determinations shall not impair the validity or enforceability of the remaining provisions of this Agreement.

## ARTICLE TWENTY-SEVEN

### SENIORITY

For the purposes of determining the amount of vacation and longevity payments due an employee hired after January 1, 1981, who is covered under this agreement, seniority shall include employment with the township plus previous fulltime continuous employment in law enforcement related duties with the State of New Jersey or any political subdivision or school district in the state. An entering employee with such previous service will, in addition, be credited with 15 days of sick leave upon hiring. For all other purposes, seniority shall mean time of employment with the township without regard to prior service.

## ARTICLE TWENTY-EIGHT

### TRAVEL EXPENSES

An employee subject to the terms of this agreement, traveling outside the township on official business under authority of the Chief of Police, shall be entitled to use of a township vehicle, if one is available. If no township vehicle is available, the Chief of Police may approve use of the employee's personal vehicle, with reimbursement to the employee at the rate of 14¢ a mile in 1981 and the general rate for township business in 1982. An employee will be reimbursed for the costs of tolls and parking incurred while on approved official business.

## ARTICLE TWENTY-NINE

### PERSONNEL FILE

Each employee's personnel file is open to examination by that employee during normal business hours when the employee is off-duty. The employee may not delegate the right to examine the personnel file to anyone. The Police Chief may remove from the personnel file any information regarding an internal affairs investigation prior to granting access to the employee. An employee may submit written rebuttal to any item found in the personnel file. The Chief of Police may require that a second person be present during the employee's examination of the file.

## ARTICLE THIRTY

### REPRESENTATION FEE IN LIEU OF DUES

A. In accordance with the provisions of the Public Laws of 1979, Chapter 477, the Township and the Local have negotiated concerning the payment of a representation fee in lieu of dues by all employees whose employment is covered by the terms of this Agreement but who are not members of the Local. For the purposes of this agreement, the Township and the Local have agreed that non-members shall be charged amounts equal to fifty per centum (50%) of the dues, fees and assessments charged to members of the Local.

B. The representation fee shall be deducted from the non-members' salaries or wages by the Township and paid to the Local, provided that no such deduction shall take place until the Local has established a demand and return system as described in the enabling legislation and has filed a copy of such system with the Township Manager.

C. Nothing in this article shall in any way be interpreted to require any employee to join the Local.

D. Administration of this Article shall be governed by the provisions of Chapter 477 of the Public Laws of 1979 and any administrative regulations adopted to enforce that law.

## ARTICLE THIRTY-ONE

### WORKING OUT OF RANK

An employee assigned to duties normally assigned to a sergeant shall be paid at a sergeant's rate of pay after having served in that capacity for fourteen consecutive working days.

IN WITNESS WHEREOF, the undersigned have affixed their signatures  
as the duly authorized legal representatives of the "Township" and the "Association"  
on the 26th day of March, 1981.

ATTEST

EAST WINDSOR TOWNSHIP

Elizabeth G. Nolan  
Elizabeth G. Nolan, Township Clerk

By W. Jay Johnson  
W. Jay Johnson, Mayor

Signed, Sealed and Delivered  
in the presence of:

Brian D. Campbell  
Brian D. Campbell, Vice President

NEW JERSEY POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC  
LOCAL 191

James E. Hennon  
James E. Hennon, President